

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("**Agreement**") is made and entered by and between the City of Austin, Texas ("**Austin**"), a Texas home rule municipal corporation, and the City of Manor ("**Manor**") a Texas home rule municipal corporation, acting by and through their authorized representatives.

Whereas, Austin and Manor (sometimes hereinafter collectively referred to as the "**cities**" or "**parties**") recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities; and

Whereas, agreements that establish boundaries within which specific duties are performed and standards applied in a convenient and cost effective manner to assure quality urban planning and development serve the best interests of all citizens; and

Whereas, agreement regarding areas adjacent to the cities' respective corporate limits or extraterritorial jurisdiction ("**ETJ**") will assist in the planning and development of those areas; and

Whereas, this Agreement will accomplish legitimate public purposes of both cities and will promote dependable urban planning that will benefit the environment and the public health, safety and welfare of our respective present and future citizens;

Whereas, Austin has agreed to release approximately 27.301 acres identified in Exhibit "A" from the ETJ of Austin into the ETJ of Manor ("**Manor Release Area**"); and

Whereas, Manor has agreed to release approximately 7.441 acres identified in Exhibit "A" from the ETJ of Manor into the ETJ of Austin ("**Austin Release Area**").

NOW, THEREFORE, pursuant to Chapter 791, *Texas Government Code* and Chapter 42 of the Local Government Code, as otherwise authorized and permitted by the City Charter of Austin, the City Charter of Manor and the laws of the State of Texas, for an in consideration of the covenants and conditions, hereinafter described, and the benefits to accrue to the citizens of the cities, and subject to each and every term and condition of this Agreement, the parties, contract, covenant and agree as follows:

Article One Fact Findings

Section 1 Fact Findings. The recitals above are adopted as findings by Austin and Manor, are incorporated herein for all purposes. The governing bodies of Austin and Manor have authorized this Agreement.

Article Two

Term and Nature of Agreement

Section 2.1 Term of Agreement. The term of this Agreement shall commence on the date of signature by authorized representatives of both cities ("Effective Date").

Section 2.2 Intent and Purpose. The intent and purpose of this Agreement is to provide for effective and efficient urban planning and the exchange of ETJ as set out in this Agreement.

Section 2.3 Map. References in this Agreement to any geographic areas refer to areas named and shown on the Map attached hereto as Exhibit "A" incorporated herein for all purposes.

Article Three

Release of ETJ

Section 3.1 ETJ Exchange. Austin and Manor agree to mutually release portions of their ETJ. Austin will release to Manor the portion of Austin ETJ identified as Tract A, the Manor Release Area, shown on Exhibit "A" to this Agreement, and as more particularly described in Exhibit "A". Manor will release to Austin the portion of the Manor ETJ identified as Tract B, the Austin Release Area, shown on Exhibit "A" to this Agreement, and as more particularly described in Exhibit "A". The exchange of ETJs or mutual release is subject to the City of Manor de-annexing Tract B and will be effective on the date of the Manor disannexation.

Article Four

General and Miscellaneous

4.1 Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither Austin or Manor waives, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

4.2 Exhibits. The following exhibit is incorporated into this Agreement as if fully set out herein:

Exhibit "A": Tracts A and B

4.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as

if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

4.4 Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise. The heading and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

4.5 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart.

IN WITNESS WHEREOF, the authorized representatives of the Cities have executed this Agreement.

City of Austin, Texas

Elaine Hart, Interim City Manager

Date: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2017, by Elaine Hart, Interim City Manager of the City of Austin, a Texas municipal corporation, on behalf of said municipal corporation.

(SEAL)

Notary Public, State of Texas

City of Manor, Texas

Date: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2017, by _____, _____ of the City of Manor, a Texas municipal corporation, on behalf of said municipal corporation.

(SEAL)

Notary Public, State of Texas